

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

<b>IN RE:</b>	)	
	)	
<b>Ezell Morris and Betty Deloris Morris,</b>	)	<b>Case No. 15-10181-JDL</b>
	)	<b>Chapter 13</b>
<b>DEBTORS.</b>	)	

**OBJECTION TO DEBTORS' PROPOSED THIRD AMENDED CHAPTER 13 PLAN**

Creditor, PennyMac Holdings, LLC, f/k/a PennyMac Mortgage Investment Trust Holdings I, LLC by PennyMac Loan Services, LLC, its servicing agent, hereby objects to Debtors' proposed Third Amended Chapter 13 Plan (the "Plan") and in support thereof states as follows:

1. Creditor is the holder of a secured claim in the amount of \$116,385.02 plus interest, costs and attorney's fees, secured by the following described residential property of Debtors:

**Part of Block Twenty-Six (26) of LINCOLN VIEW SECOND ADDITION, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, said part being more particularly described as follows: Commencing at the Northeast corner of said Block 26; Thence West along the North line of said Block 26, a distance of 4.65 feet to the point of beginning; Thence continuing West along said North line a distance of 195.35 feet; Thence South and parallel to the East line of said Block 26, a distance of 312 feet 3 inches; Thence East and parallel to the North line of said Block 26, a distance of 196.10 feet to a point 3.90 feet West of the East line of said Block 26; Thence Northerly a distance of 312 feet 3 inches more or less to the point of beginning, commonly known as 1900 NE 50th Street, Oklahoma City, OK 73114**

(the "Property").

2. As of the date of the filing of Debtors' bankruptcy Petition, Debtors were in arrears on their obligation to Creditor in the amount of approximately \$15,481.69 plus interest.

3. The Plan fails to meet the requirements of 11 U.S.C. Sections 1325 and 1322(b)(5) insofar as the Plan does not provide for the curing of pre-petition default on the indebtedness to Creditor.

WHEREFORE, Creditor requests that this Court enter an Order modifying the terms of the Plan so as to provide for full payment of the arrearage claim plus interest to Creditor, or, in the alternative, deny confirmation of the Plan.

**KIVELL, RAYMENT and FRANCIS, P.C.**

s/ Julie Hird Thomas

Brian J. Rayment, OBA #7441  
Michael J. George, OBA #22570  
Julie Hird Thomas, OBA #10660  
Lauren Smith, OBA #30730  
Triad Center I, Suite 550  
7666 East 61st Street  
Tulsa, Oklahoma 74133  
Phone: (918) 254-0626  
Facsimile: (918) 254-7048  
E-mail: jthomas@kivell.com

**ATTORNEYS FOR CREDITOR**

**CERTIFICATE OF MAILING/ELECTRONIC TRANSMISSION**

I hereby certify that on June 10, 2015, I mailed, with sufficient postage thereon, or electronically transmitted, a true and correct copy of the above and foregoing document to:

Bruce Forrest Klein  
Bruce F. Kleien, PLLC  
222 N.W. 13<sup>th</sup>  
Oklahoma City, OK 73103

\*Service accomplished through Court's CM/ECF system.

John Hardeman  
Chapter 13 Trustee  
P.O. Box 1948,  
Oklahoma City, OK 73101

\*Service accomplished through Court's CM/ECF system.

s/ Julie Hird Thomas

Julie Hird Thomas, OBA #10660